Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

State Status: Approved-Closed

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

# Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: 11TERM-E SERFF Tr Num: MANU-127146282 State: Arkansas
TOI: L04I Individual Life - Term SERFF Status: Closed-Approved-State Tr Num: 49819

Closed

Sub-TOI: L04I.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Filing Type: Form Reviewer(s): Linda Bird

Authors: Helene Landow, Karren Disposition Date: 09/21/2011

Phair, Debbie Tom, Jacqueline Lau,

Kelly Picard, Virginia Bove

Co Tr Num: 11TERM-E

Date Submitted: 09/16/2011 Disposition Status: Approved-

Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

# **General Information**

Project Name: 11TERM-E

Status of Filing in Domicile:

Project Number: 11TERM-E

Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: State of Domicile:

Michigan

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Individual Individual Market Type:

Overall Rate Impact: Filing Status Changed: 09/21/2011
State Status Changed: 09/21/2011

Deemer Date: Created By: Virginia Bove

Submitted By: Virginia Bove Corresponding Filing Tracking Number:

Filing Description: INDIVIDUAL LIFE

Form 11TERM-E -Term Life Policy, Non-Participating

We are submitting the above referenced form for your approval. The form is filed in accordance with the applicable statutes and regulations of your jurisdiction. The form will be laser printed, subject only to minor variations in color,

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

paper stock and duplexing, fonts, and positioning. This is a new form and does not replace any currently approved forms. The form will be effective on the date of approval. No part of this filing contains any unusual or controversial items that deviate from normal company or industry standards.

Form 11TERM-E, Term Life Policy, Non-Participating is a fully guaranteed term plan, available and marketed solely to the employees and family members of John Hancock, with an option at issue to select one of three level premium periods: 10 years, 15 years, or 20 years. The policy is renewable annually to age 95, and is convertible to permanent insurance up to the earlier of the tenth policy anniversary or the policy anniversary nearest the life insured's age 75. The issue age range for the policy presently is 18 to 80 and can vary within this range based on product.

A different set of Page 3's (Policy Specifications Section) will be used for each of the three level premium periods available under the plan. The enclosed sample policy is for the 10 Year Level Premium Option (John Hancock Term 10).

There will be three bands of premium rates for each level premium term period:

Band 1: \$250,000 - \$749,999 Band 2: \$750,000 - \$2,999,999

Band 3: \$3,000,000 +

The enclosed sample Policy Specifications pages are for the minimum face amount of \$250,000.

Values are based on the 2001 Commissioners Standard Ordinary Sex and Smoker Distinct ANB Ultimate Mortality Tables. An Actuarial Memorandum for each level premium option is enclosed.

The main application form which will be used with this policy is NB5092USR (10/2010) Application for Term Life Insurance-Single Life, which was approved by your state on November 30, 2010 under SERFF Tracking # MANU-126899184 state tracking # 47377.

Other previously and subsequently approved riders may be made available with this policy. Note that the policy in Section 1, Policy Specifications page under the Supplementary Benefits, will include a complete listing of all riders applied for and issued with the policy.

We trust the form is acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-852-5431 (collect) or via email at kelly\_picard@jhancock.com.

# **Company and Contact**

#### Filing Contact Information

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

Kelly Picard, Compliance Consultant Kelly\_Picard@jhancock.com

200 Bloor St E 416-852-5431 [Phone]

Toronto, ON M4w 1E5

**Filing Company Information** 

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan

(U.S.A.)

P. O. Box 600 Group Code: 904 Company Type: insurance/financial

Contracts and Compliance Group Name: State ID Number:

Buffalo, NY 14201-0600 FEIN Number: 01-0233346

(416) 926-3000 ext. [Phone]

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# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

John Hancock Life Insurance Company \$50.00 09/16/2011 51707163

(U.S.A.)

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-	Linda Bird	09/21/2011	09/21/2011

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

# **Disposition**

Disposition Date: 09/21/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	Yes
Supporting Document	Life & Annuity - Acturial Memo	No
Supporting Document	Statement of Variability	Yes
Supporting Document	Compliance Certification re Unfair Sex	Yes
	Discrimination	
Supporting Document	Certification re Ark. Code Ann. 23-79-13	3 Yes
	and Regulation 49	
Form	Term Life Insurance	Yes

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

# Form Schedule

**Lead Form Number:** 

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	11TERM-E	Policy/Cont Term Life Insurance	Initial			11TERM-E
		ract/Fratern				AR.pdf
		al				

Certificate



John Hancock Life Insurance Company (U.S.A.) A Stock Company

LIFE INSURED [John J. Doe]

POLICY NUMBER [12 345 678]

PLAN NAME [John Hancock Term 10]

#### **TERM LIFE POLICY**

LEVEL PREMIUMS FOR THE PERIOD SHOWN IN THE POLICY SPECIFICATIONS SECTION 1. RENEWABLE ANNUALLY TO AGE 95. CONVERTIBLE WITHIN THE CONVERSION PERIOD. BENEFIT PAYABLE ON DEATH ON OR BEFORE EXPIRY DATE. NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS).

Subject to the conditions and provisions of this policy, if the Life Insured dies while the policy is in force, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Death Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. The Death Benefit is described in Section 3. If the Company makes other plans of payment available other than a lump sum, then a beneficiary may request written election of any such other plans in lieu of a lump sum.

# READ YOUR POLICY CAREFULLY. It is a contract between you and us.

RIGHT TO RETURN POLICY. If for any reason you are not satisfied with your policy, you may return it for cancellation by delivering or mailing it to us or to the agent who sold it. If this policy does not replace another policy, you may return it within TEN days after receiving it, or if it replaces another policy, you may return it within THIRTY days after receiving it. We will refund in full the payment made. The policy will be void from the beginning.

Signed for the Company by:

11TERM-E TERM0111AAR

# **Policy Provisions**

# Section

- 1. Policy Specifications
- 2. Definitions
- 3. Death Benefit
- 4. Interest on Proceeds
- 5. Premiums
- 6. Grace Period
- 7. Face Amount
- 8. Policy Termination
- 9. Reinstatement
- 10. Conversion
- 11. Owner and Beneficiary
- 12. Assignment
- 13. Misstatements
- 14. Suicide
- 15. Incontestability
- 16. The Contract
- 17. Claims of Creditors
- 18. Currency and Place of Payment

#### 1. POLICY SPECIFICATIONS

Life Insured [JOHN DOE] Plan Name [John Hancock Term 10]

Age at Policy Date [35] **Policy Number** [12 345 678]

> [Sex] [MALE] **Issue Date** [May 1, 2011]

Risk Classification [Standard] [Non Smoker] Policy Date [May 1, 2011]

Expiry Date [May 1, 2071]

Additional Ratings for [not applicable]

**Base Policy** 

**Plan** Term Life, renewable to Age 95, non-participating

Level Premium Period shown below

**Conversion Period** Beginning at the Issue Date, and until the earlier of the [10<sup>th</sup>] Policy

Anniversary or the Policy Anniversary nearest the Life Insured's

attainment of age 75

Level Premium Period [10 Years, through April 30, 2021]

Supplementary Benefits [not elected]

Additional Rating: [not applicable]

Owner, Beneficiary As designated in the application or subsequently changed

Governing Law [Arkansas]

Face Amount \$[250,000]

Minimum Face Amount \$250.000

Premium Mode [Annual]

Not Allowed Face Amount Policy Years 1 - 3 Decrease Policy Years 4 - 6

50% of Face Amount at issue or less\* Policy Years 7 and thereafter Allowed\*

\*Policyowner may decrease the Face Amount, provided that the

new Face Amount does not fall below the Minimum Face Amount

shown above.

Initial Premium [\$165.00]

When premiums are paid at intervals more frequently than annually, the annualized amount will be higher as shown for the level premium period for the policy in the following table.

FREQUENCY	<b>ANNUALLY</b>	SEMI-ANNUALLY	QUARTERLY	MONTHLY
INSURANCE PREMIUM	[ \$165.00]	[\$84.98]	[\$ 43.73]	[\$ 15.18]
ANNUALIZED PREMIUM	[ \$165.00]	[ \$169.96 ]	[ \$174.92 ]	[ \$182.16 ]

Insurance Premium and Initial Premium, above, include any applicable premium for any Supplementary Benefits elected.

The following premium schedule shows the amount payable for the premium frequency as elected on the application.

3.0 TERM0311A

# PREMIUM SCHEDULE

Premiums shown below are the amount payable [Annually] in the applicable Policy Year. Each premium is due on the first day of the premium payment frequency.

Insurance Premium payable is the Term Life Insurance Premium plus any Supplementary Benefits premium.

POLICY	YEAR	TERM LIFE INSURANCE PREMIUM	SUPPLEMENTARY BENEFITS PREMIUM
MAY 1	2011	\$165.00	
MAY 1	2012	\$165.00	
MAY 1	2013	\$165.00	
MAY 1	2014	\$165.00	
MAY 1	2015	\$165.00	
MAY 1	2016	\$165.00	
MAY 1	2017	\$165.00	
MAY 1	2018	\$165.00	
MAY 1	2019	\$165.00	
MAY 1	2020	\$165.00	
MAY 1	2021	\$1,635.00	
MAY 1	2022	\$1,782.50	
MAY 1		\$1942.50	
MAY 1	2024	\$2,030.00	
MAY 1	2025	\$2,132.50	
MAY 1		\$2,282.50	
MAY 1	2027	\$2,457.50	
MAY 1		\$2,700.00	
MAY 1	2029	\$2,960.00	
MAY 1	2030	\$3,292.50	
MAY 1	2031	\$3,702.50	
MAY 1	2032	\$4,117.50	
MAY 1		\$4,560.00	
MAY 1		\$4,932.50	
MAY 1	2035	\$5,362.50	
MAY 1		\$5,880.00	
MAY 1		\$6,510.00	
MAY 1		\$7,280.00	
MAY 1		\$8,137.50	
MAY 1		\$9,035.00	
MAY 1		\$9,977.50	
MAY 1		\$10,920.00	
MAY 1	2043	\$11,870.00	

3.1 TERM3111A

# PREMIUM SCHEDULE

Premiums shown below are the amount payable [Annually] in the applicable Policy Year. Each premium is due on the first day of the premium payment frequency.

Insurance Premium payable is the Term Life Insurance Premium plus any Supplementary Benefits premium.

POLICY YEAR	TERM LIFE INSURANCE PREMIUM	SUPPLEMENTARY BENEFITS PREMIUM
MAY 1 2044	\$12,887.50	
MAY 1 2045	\$13,930.00	
MAY 1 2046	\$15,200.00	
MAY 1 2047	\$16,612.50	
MAY 1 2048	\$18,475.00	
MAY 1 2049	\$20,425.00	
MAY 1 2050	\$22,462.50	
MAY 1 2051	\$24,677.50	
MAY 1 2052	\$27,080.00	
MAY 1 2053	\$29,862.50	
MAY 1 2054	\$33,102.50	
MAY 1 2055	\$36,832.50	
MAY 1 2056	\$40,877.50	
MAY 1 2057	\$45,460.00	
MAY 1 2058	\$50,197.50	
MAY 1 2059	\$55,272.50	
MAY 1 2060	\$60,862.50	
MAY 1 2061	\$67,080.00	
MAY 1 2062	\$73,937.50	
MAY 1 2063	\$81,382.50	
MAY 1 2064	\$89,307.50	
MAY 1 2065	\$97,607.50	
MAY 1 2066	\$106,200.00	
MAY 1 2067	\$114,165.00	
MAY 1 2068	\$122,402.50	
MAY 1 2069	\$131,035.00	
MAY 1, 2070	\$140,090.00	
MAY 1, 2071	THIS POLICY TERMINATES	

3.1 (continued) TERM3111A

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## 2. DEFINITIONS

The term "Additional Rating" means an increase in the premium that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard Risk Classification. Any Additional Rating is included in the premium shown in Section 1.

The term "Age" means, on any policy anniversary, the age of the person in question at his or her birthday nearest that date.

The term "Expiry Date" means the end of the last day of the term period for which this policy provides insurance, as shown in Section 1.

The term "Issue Date" means the date shown in the Policy Specifications section of this policy from which the Suicide and Incontestability provisions are applied.

The term "**Policy Date**" means the date from which the first premium is due. The Policy Date is shown in Section 1. Policy Years, Policy Months and Policy Anniversaries are determined from the Policy Date.

The term "Service Office" means the office that we designate to service this policy as shown on the back cover page of your policy.

The term "we", "us" and "our" refer only to the Company.

The term "written request" means your request to us which must be in a form satisfactory to us, signed and dated by you, and filed at our Service Office or, if permitted by our administrative practices, an electronic mail message ("e-mail") received by us at the internet address specified by us for receipt of such messages.

The term "you" and "your" refer only to the Owner of this policy.

#### 3. DEATH BENEFIT

If the Life Insured dies while this policy is in force, we will pay a Death Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy.

The Death Benefit payable will be the amount described in (1) or (2) below, at the time we receive due proof of death.

- (1) If all premiums due are paid to date, we will pay:
  - (a) the Face Amount shown in Section 1;
  - plus (b) any amounts payable under any supplementary benefits that are a part of the policy;
  - plus (c) any amount of premium paid that applies to a period beyond the Policy Month in which death occurs.
- (2) If death occurs during a Grace Period, and we have not received the premium due, we will pay:
  - (a) the Face Amount shown in Section 1;
  - plus (b) any amounts payable under any supplementary benefits that are a part of the policy;
  - less (c) the amount of premium required to cover a period of one month only.

#### 4. INTEREST ON PROCEEDS

We will pay the Death Benefit in one lump sum including interest as stipulated by the state. If the state does not specify the interest rate we will use the rate for insurance benefits left on deposit with us.

# 5. PREMIUMS

You may elect an annual, semi-annual, quarterly or monthly frequency to pay your premium. You may change the frequency of premium payments by making a written request to us. If you elect either the semi-annual, quarterly, or monthly frequency, an additional charge will apply, resulting in annualized premiums that are higher than if you elected the annual frequency. The Insurance Premium for each frequency is shown in Section 1 of the policy. If you have any questions about frequency of premium payments, please contact our Service Office.

**Premiums Due.** Premiums are due during the Life Insured's lifetime until the Expiry Date of this policy. The first premium is due on or before the delivery of this policy. Subsequent premiums are payable at any time before their due dates at our Service Office. The premium due date is the first day of the premium payment frequency. On request we will give you a receipt signed by one of our officers.

The Expiry Date, premium due dates and premium amounts are shown in the Policy Specifications Section 1 of the policy.

### 6. GRACE PERIOD

This policy will go into default, if any premium after the first is not paid within 31 days after the due date. This is called the Grace Period, during which the policy will remain in force. If a premium is not paid by the end of the Grace Period, the policy will terminate.

#### 7. FACE AMOUNT

The Face Amount is elected at issue and shown in Section 1. All requested changes will be subject to our approval. Increases in the Face Amount are not allowed. You may request a decrease in the Face Amount as shown in Section 1, provided that the Face Amount does not fall below the Minimum Face Amount at issue.

# 8. POLICY TERMINATION

The policy terminates at the earliest of the following events:

- (a) the date we receive your written request for termination;
- (b) the Expiry Date;
- (c) the end of the Grace Period for which we have not received the premium due;
- (d) the Conversion Date as described in Section 10.

If the policy terminates on a date other than a premium due date, we will refund any amount of premium received that applies to a period beyond the Policy Month in which the policy terminates.

#### 9. REINSTATEMENT

If this policy terminates, you can have it reinstated within 3 years.

The requirements for reinstatement are as follows:

- (a) we must receive written request for reinstatement;
- (b) the reinstatement is before the Expiry Date;
- (c) you have not converted the policy to permanent insurance;
- (d) we must receive evidence of insurability satisfactory to us for the Life Insured; and
- (e) we must receive all overdue premiums, with interest at 6%.

If we approve your request, the reinstatement date will be the later of:

- (a) the date we receive the required premiums at our Service Office, or
- (b) the date we receive your written request for reinstatement.

The Suicide and Incontestability provisions will apply from the effective date of reinstatement. If the policy has been in force for two years during the lifetime of the Life Insured, it will be contestable only as to statements made in the reinstatement application.

#### 10. CONVERSION

During the Conversion Period stated on page 3, you may elect to convert this policy to any permanent, fully underwritten plan of life insurance offered for sale at the time of conversion by the Company or one of its affiliated companies. The policy to which you convert must be one we currently offer to individual policy owners.

At the time of conversion, the Life Insured must meet the requirements for age, risk classification, minimum face amount, and minimum premium for the policy you select. The premium for the new policy will be the premium rate we charge for a new policy at the time of conversion, based on your Age on the Conversion Date.

We will not require evidence of insurability at the time of conversion, up to the Face Amount of this policy. If the new policy includes a rider that is not in force on this policy at the time of conversion, evidence of insurability will be required. The risk classification for the permanent insurance will be the same as this policy, or if not available then the most comparable risk classification offered on that policy.

**Suicide and Incontestability.** The Suicide and Incontestability periods of the new policy will be deemed to have been met to the extent coverage was in force under this policy. We can contest an increase in the Face Amount, or any policy change or the addition of a supplementary benefit for two years after the date of an increase or addition.

**Conversion Date.** The new policy will take effect on the Conversion Date. The Conversion Date is the premium due date closest to the date we receive your signed application accompanied by the first premium payment. We must receive your premium payment and the signed application for the permanent insurance during the Conversion Period.

Conversion to Joint Last-to-Die Survivorship Policy. If the new policy is a joint last-to-die survivorship policy, we will require evidence of insurability on the new life. The rate classification for the new life will be determined at the time of conversion. We will not require evidence of insurability for the Life Insured under this policy if the following conditions are met:

- (a) the Face Amount of the new policy falls within our available retention limit; and
- (b) the Face Amount of the new policy does not exceed twice the Face Amount of this policy; and
- (c) the new life is considered an insurable risk that would have been acceptable for a single life policy based on the evidence of insurability provided to us.

If the above conditions are not met, the existing Life Insured will also be required to provide evidence of insurability.

# 10. CONVERSION (continued)

**Total Disability Waiver at Conversion.** You can purchase the Total Disability Waiver Benefit on the permanent plan of insurance if:

- (a) you have the Total Disability Waiver Benefit in force on this policy;
- (b) it is available on the plan of insurance to which you are converting;
- (c) the Life Insured is not totally disabled on the Conversion Date;
- (d) the Life Insured is not more than age 55 on the Conversion Date; and
- (e) premiums are due under the permanent plan of insurance for at least twenty-five years.

#### 11. OWNER AND BENEFICIARY

Until the Life Insured's death, with the written consent of any irrevocable beneficiaries, you can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

**Change of Owner.** Until the Life Insured's death, the owner can change the ownership of the policy by written request. The change will take effect as of the date you signed the written request. It will not apply to any payments we made or any action we may have taken before we received your written request.

**Trustee Owner.** Should the owner be a trustee, payment to the trustee(s) of any amount to which the trustee(s) is (are) entitled under the policy, either by death or otherwise, will fully discharge us from all liability under the policy as to the extent of the amount paid.

**Joint Ownership.** Two or more owners will own the policy as joint tenants with right of survivorship, unless otherwise requested on the application or in any subsequent assignment of the policy. On death of any of the owners, the deceased owner's interest in the policy passes to the surviving owner(s).

**Successor Owner.** Upon the owner's death during the Life Insured's lifetime, a named successor owner will, if then living, have all the owner's rights and interests in the policy. Should no successor owner survive the owner, ownership will pass to the owner's estate. Until the Life Insured's death, the owner, without the consent of any beneficiary or any successor owner, can cancel or change the designation of successor owner. This may be done from time to time by agreement in writing with us.

The following four provisions will apply unless there is a beneficiary appointment in force that provides otherwise.

**Beneficiary Classification.** You can appoint beneficiaries in three classes: primary, secondary, and final. Beneficiaries in the same class will share equally in the Death Benefit payable to them.

Payment To Beneficiaries. We will pay the Death Benefit:

- (a) to any primary beneficiaries who are alive when the Life Insured dies; or
- (b) if no primary beneficiary is then alive, to any secondary beneficiaries who are then alive; or
- (c) if no primary or secondary beneficiary is then alive, to any final beneficiaries who are then alive.

**Change of Beneficiary.** Until the Life Insured's death, you can change the beneficiary by written request unless you make an irrevocable designation. We are not responsible if the change does not achieve your purpose. The change will take effect as of the date you signed such request. It will not apply to any payments we made or any action we may have taken before we received your written request.

**Death of Beneficiary.** If no beneficiary is alive when the Life Insured dies, the Death benefit will be payable to you; or if you are the Life Insured, to your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the date of the Life Insured's death, we will pay the death benefit as if the beneficiary had died before the Life Insured.

#### 12. ASSIGNMENT

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment but such assignment shall not affect the interest of any irrevocable beneficiary.

We will not be on notice of any assignment unless it is in writing, nor will we be on notice until a duplicate of the original assignment has been filed at our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

#### 13. MISSTATEMENTS

If the age or sex of the Life Insured was misstated in the application, we will, if necessary, change the Face Amount of insurance and every other benefit. The new amount will be what the premiums paid would have purchased at the Life Insured's correct age and sex. If a date in Section 1 was based on an incorrect age, we will change the date to agree with the correct age.

#### 14. SUICIDE

If the Life Insured commits suicide, while sane or insane, within two years from the Issue Date, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

# 15. INCONTESTABILITY

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two years from the Issue Date, except for fraud or policy termination, or any provision for reinstatement or policy change requiring evidence of insurability.

In the case of reinstatement or policy change requiring evidence of insurability, the contestable period shall be two years, during the lifetime of the Life Insured, from the effective date of such reinstatement or policy change.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

#### 16. THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy, such application, and any riders and endorsements. However, additional written requests or applications for policy changes may be submitted to us after issue and such additional requests may become part of the policy.

All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

# 16. THE CONTRACT (continued)

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between you and us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for us.

## 17. CLAIMS OF CREDITORS

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

# 18. CURRENCY AND PLACE OF PAYMENT

All payments to or by us will be in U.S. currency. We will make or receive payments at our Service Office or any other office we designate to you in writing to service your policy. We may require proof that the person claiming any payment is entitled to it.

Communications about this policy may be sent to the Company's Service Office, which is currently at [197 Clarendon Street, Boston, Massachusetts, 02116-5010. Our toll-free number is 1-800-387-2747].

Term Life Policy
Level premiums for the period shown in the Policy Specifications Section 1.
Renewable annually to Age 95.
Convertible within the Conversion Period.
Benefit payable on death on or before expiry date.
Non-participating (not eligible for dividends).

11TERM-E TERMBP11A

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

11TERM-E flesch ar.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments: Attachment:

NB5092USR (10-2010).pdf

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:

Actuarial Memo 11TERM10-E - 09\_16\_11.pdf Actuarial Memo 11TERM15-E - 09\_16\_11.pdf Actuarial Memo 11TERM20-E - 09\_16\_11.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

AR - SOV 11TERM-E.pdf

Item Status: Status

Company Tracking Number: 11TERM-E

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: 11TERM-E

Project Name/Number: 11TERM-E/11TERM-E

Date:

Satisfied - Item: Compliance Certification re Unfair

Sex Discrimination

Comments: Attachment:

11TERM-E unfair sex discr cert ar.pdf

Item Status: Status

Date:

Satisfied - Item: Certification re Ark. Code Ann. 23-

79-138 and Regulation 49

Comments:

**Attachment:** 

11TERM-E AR - reg49 cert.pdf

# JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

#### CERTIFICATE OF COMPLIANCE

#### FOR THE STATE OF ARKANSAS

I, Helene Landow, an officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), hereby certify that the form listed below has the following readability score as calculated by the Flesch Reading Ease Test, and that this form meets the requirements of your readability legislation.

FORM NUMBER

READABILITY SCORE

11TERM-E

46

September 16, 2011 Date

Helene Landow, FLMI, ACP

Director, Contracts and Compliance



Service Office: Life New Business 197 Clarendon Street Boston MA 02116-5010

# Application for Term Life Insurance - Single Life John Hancock Life Insurance Company (U.S.A.)

(hereinafter referred to as The Company)

Print and use black ink. Any changes must be initialed by the Proposed Life Insured and Owner. Use the Additional Information/Special Requests section for additional space or special requests if required.

rnv	JP	DSED LIFE INSU	אנט												
1.	a)	Name First			Middle			Last					b) Se		_
	-\	JOHN Data of Divide	М.	DOE	f D:tl-					-\ C-	-:-I C			M	☐ F
	C)	Date of Birth  Month  Day	Year	State	e of Birth		Country						y Num	_	
		O C T 0 4	1 9 6 7		YTOWN		USA				1 2	3   4	5	6 7	8 9
	f)	Telephone Nos. Persona 905	123-4567	Busines 905	234-5678		g) E-mail Addres	SS	johnd	loe@l	otma	il.con	1		
	h)	Driver's License N 1234567890	lo.	State AS	i) Citizenship	X	JS 🗌 Oth	ner - give d	etails: (	(includ	de U.S	. Visa	inform	ation)	)
	j)	Primary Residence	Street Address  1999 MARC	H STRE	City  ET ANYTO	WN.	AN	State YSTATE		Zip Code			Total y addres		at this
	1)	Do you have a se					) Occupation				Y PR	FSIDI	TNT		
	1/	■ No □ Yes - proper year at this ac	ovide address inc	luding <b>zi</b> r	code and mont mation O 28.	hs	•	∏ Homem			tudent		Unem	plove	d
	n)	Employer ABC COMPANY			,								'		
	0)	Gross Annual Inc		nearned		p) N	et Worth						ersonal		
		\$ 300,000	\$	100,00	0	\$ Final	2.6 M ncial Supple	ement for F	Persona	al Insi	ırance		int wit		
	q)	Purpose X Esta	te Conservatio	n $\square$ Ri	ısiness Insurance									y DC I	equirea.
		of Insurance Wea			come Replaceme		Other - g								
	r)	In the last 5 years had any liens, jud  No Yes -	gements or oth	osed Life ner simila	Insured or any bu r financial difficul	ısines ties?	s of which I	he/she is a	partne	er/owi	ner/ex	ecutiv	e been	ı banl	krupt,
OV	/NI	R - List addition	nal Owners a	nd deta	ils in Additiona	l Info	ormation (	Q 28							
2.	W	ho is the Owner?	<ul><li>X Propos</li><li>☐ Trust</li><li>☐ Other</li></ul>			rust t	ess Partner o be Establ d Life Insure		□ Em	nploye	er				
Pro Tru	ovic ist	le details below, Agreement may	, if other than be required.	n Propos	sed Life Insured	l. If T	rust Own	er, comple	ete th	e Tru	st Ce	rtifica	ation I	PS51	01.
3.	a)	Name								b) Da	te of		Trust Da	ate Ye	ar
	c)	Address Street Addr	ress		City					State				Ž	Zip Code
	d)	Social Security/Tax	ID Number (if	applicabl	e)		e) E-mail Addre								
4.	M	ultiple Owners - T	ype of Owners	ship 🗌	Joint with right	of Su	rvivorship	☐ Tenar	nts in (	comn	non				
BEI	NEF	ICIARY INFORM	1ATION - Sub	ject to o	hange by Own	er. (L	ist additio	nal benef	ficiarie	s in A	٩dditi	onal	Inforn	natio	n Q 28)
5.		Name JAMES	М.	_	DOE		X Primary	Relatio	nship t	to Pro	posed	Life Ir	sured	Pe	rcentage 100%
	b)	Name					☐ Primary☐ Second		nship t	to Pro	posed	Life Ir	nsured	Pe	rcentage %

CO	VERAGE DETAILS									
6.	☑ Term 10 ☐ Term 15 ☐ Term	1 20	☐ Oth	er						_
	a) Face Amount \$ <b>250,000</b>	_								
	<ul><li>b) Riders and Benefits (if applicable)</li><li>☐ Total Disability Waiver</li><li>☐ Accelerated Death Benefit (for term</li></ul>	inal illnes	ss)		□ Cor		on Exte	nsion	Rider (T15 & T	20 only)
7.	If an additional or optional policy is being	applied	for by	the Owner	in a se	eparat	e appli	catior	n, state plan an	d face amount.
	Plan Name							\$		
PRE	EMIUMS AND FUNDING INFORMATI	ON								
8.	Frequency 🛽 Annual 🗆 Semi-Annual 🗆 Other	□ Qu	arterly	☐ Pre-A	uthoriz	zed M	onthly F	Payme	nt Plan (comple	te Q 33)
9.	☐ Owner  ☑ Proposed Life Insured		elect O					Deletie	akia ta Danasa di Yalia	
	☐ Other First	Middle		Lasi				Kelatio	nship to Proposed Life Ins	surea
	Street Address				City				State	Zip Code
10.	Premium Source  SEarned Income Unearned Income Liquidating Assets - give details:		an (con	nplete ques	tion 1	1)				
	An individual and/or entity other than the Proposed Life Insured's employer - give of Cartlad Cartragets.									
	☐ Settled Contracts - give details: ☐ Other - give details:									
	<b>Emplete question 11, if premium source</b> . a) Who is the lender?	is a loar	1.	b) What a	mount	and t	ype of		eral is required to	secure the loan?
	c) In addition to repayment of principal a	ind intere	st, are	there other	fees,	charg	es or o	ther o	consideration to	be paid?
	ISTING AND PENDING INFORMATION NOTE Space is required attach additional		at had	hoon sign	and by	ı tho	Owno	r and	Proposed Life	a Insurad
	. Does the Owner have any existing life ins					y tile	Owne	ı anu	i Froposed Lin	e ilisuleu.
1 7			-	tate approp						lla dhadhaa baa
13.	. Provide information for each policy in force sold, assigned or settled to or with a settle									
	Company	Insu	rance	Issue Date	To Re	main rce?	10: Excha	35 nge?	Settled or Sold	
	<u> </u>		Business	Year	Yes	No	Yes	No	Yes Year	Including Riders
										\$
1.1	) if	·						<u> </u>		\$
14.	. a) If you are applying for life insurance w the life insurance company. <b>Do not in</b>	clude in		inquiries.	vide ti				ormai appiicatio	Face Amount
	Company	Includir					Compar	ny		Including Riders
		\$								\$
15.	b) Total formal coverage pending (includi			use?		·		0,000		
1.0	Yes - Total Coverage Amount \$		_B., 1	X No		No sp		((		
16.	. Have you ever had an application for life ins   No  Yes - give details:	urance de	clined,	postponed,	rated s	substa	ndard c	or offe	red with a reduc	ced tace amount?

GENERAL RISK AND LIFESTYLE QUESTIONS - Provide details in Q 24 for 'Yes' answers.									
17. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)?  If 'Yes', give details of type of nicotine product, amount and frequency and date last used in Q 24.	▼ No □ Yes								
18. Do you expect to travel outside of the U.S. or Canada, or change your country of residence in the next 2 years? If <b>'Yes'</b> give details of location (city/country), purpose, frequency and duration in Q 24.									
<ul> <li>19. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes in the last 2 years? If 'Yes', complete Aviation Questionnaire NB5009.</li> <li>b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years?</li> </ul>									
If 'Yes', complete appropriate Avocation Questionnaire.									
20. a) Have you been cited for one or more moving violations within the last 2 years?	<b>X</b> No □ Yes								
b) Have you been cited for driving while intoxicated or while otherwise impaired?	<b>X</b> No ☐ Yes								
21. Have you ever been arrested, convicted, or imprisoned for a felony and/or currently awaiting trial for any crime and/or felony?  If 'Yes' give details of type, date, city/state of felony and/or crime and if currently on probation or parole in Q 24.	▼ No □ Yes								
22. Have any of your immediate family members (parents, brothers or sisters) died from coronary artery disease or cancer, prior to age 60?									
23. Are you a member of the armed forces, including the reserves?  If 'Yes', complete Military Personnel Financial Services Disclosure Regarding Insurance Products NB5109.	X No ☐ Yes								
24. Details for <b>'Yes'</b> answers for questions 17 - 23.									
Question No. Details									
INFORMATION REGARDING LAST MEDICAL CONSULTATION									
25. a) Date of last visit to ANY doctor/physician  Month Day Year									
JAN 15 2009									
b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)									
ANNUAL CHECK-UP - NONE									
c) Physician Name, Address and Telephone Number ARTHER H. SMITH, 123 MAIN STREET, ANY TOWN, ANYSTATE 12347									
d) Provide Primary Physician name and contact information, if different from 25 c).	d) Provide Primary Physician name and contact information, if different from 25 c).								
MEDICAL CERTIFICATION									
26. Have you completed a life insurance para/medical examination?	□ No 🛽 Yes								
If 'Yes', complete chart below and Q 27. If 'No', proceed to Q 28.									
	onth year								
7. Have you had any illness, injury, operation or treatment, or has there been any change in your health since the date of the examination?  If 'Yes', give details in Additional Information/Special Requests Q 28.									

ADDITIONAL INFORMATION/SPECIAL REQUESTS - Attach additional signed page if more space is required. 28.

NB5092USR (10/2010) Page 3 (US) VERSION (10/2010)

ROSINESS INS	Comple comple	ete if face amount in the state of the Financial Su	s under \$1,000,00 pplement for Busi	0. For face amount ness Insurance NB5	s \$1,000,000 a 5124.	nd over	
29. a) Business	Insurance Purpose	☐ Key Person ☐ [	Buy Sell □ Busine	ss Loan   Other			
	Assets	Liabilities	Gross Sales	Net Income	Fair Market Va	lue of the	Business
Current Year	\$	\$	\$	\$	\$		
Previous Year	us Year \$ \$ \$ \$						
b) How wa	as the amount applied	d for determined?					
c) What pe	ercentage of the busi	ness is owned by the	Proposed Life Insur	ed?	%		
	er partners/owners/ex	ecutives insured or a	pplying for life insur	ance with any comp	any?		
TEMPORARY	LIFE INSURANCE	AGREEMENT APP	LICATION	Not Applicable			
Money may NC 1. questions 3 2. the Propose	OT be collected and t 30 to 32 are answere	olying for Temporar ne Temporary Life I d 'Yes' or left blank; ler age 20 or over ag than \$10,000,000.	<b>nsurance Receipt a</b> or			be issued	d if:
a) consulte recomm b) received surgery	ed a medical profession ended by a member		sed with or been tression, for any heart	eated for or had trea problem, stroke or ca	ancer?	□ No □ No □ No	☐ Yes ☐ Yes ☐ Yes
	planned routine che al has not yet been co	ck-ups, are there medonsulted?	dical concerns or syr	mptoms for which a	medical	□No	☐ Yes
32. Does the P	roposed Life Insured	reside outside the Ur	ited States more tha	an 6 months per yea	r?	□ No	☐ Yes
PRE-AUTHOR	IZED PAYMENT PI	AN - To be comple	ted by Owner	Not Applicable			
33. Request for	r Pre-Authorized Payı	ment Plan 🗌 Yes					
electronically) n designated.	monthly on my accou	e and request The Co nt to pay premiums,	and/or repay loans o	on this policy or any			
Checking Acco			Routing N	0			
a) Such checks designated p	(which may include policies.	withdrawals made ele	•				
b) While the Propolicies.	e-Authorized Paymer	nt Plan is in effect, Th	e Company will not	give notices of pren	niums falling du	e on suc	:h
c) The Pre-Auth Owner. If the The Compar	e Pre-Authorized Pay ny as provided in the	n may be terminated l ment plan is terminat policy. De submitted by che	red, premiums falling	or or by written noti g due thereafter shal	ce to The Comp Il be payable dir	oany by t ectly to	he
Attach voided	-						
		Attac	h Voided Check he	ere			

COMPLETE THE FOLLOWING SECTIONS ONLY IF APPLICABLE TO YOUR APPLICATION

#### READ THE FOLLOWING CAREFULLY AND SIGN BELOW.

#### **DECLARATIONS**

The Proposed Life Insured and Owner declare that the statements and answers in this application and any form that is made part of this application are complete and true.

In addition, I understand and agree that:

- 1. **Policy Application:** The statements and answers in this application, which include any supplemental form relating to health, aviation practices or lifestyle of the Proposed Life Insured will become part of the insurance policy issued as a result of this application.
- 2. Policy Effective Date:
  - a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered to the Owner, provided that: (i) there has been no change in health or change in the lifestyle of the Proposed Life Insured, (ii) there has been no change in the financial circumstances of the Owner or the Proposed Life Insured, and (iii) nothing else has occurred that would require a change in any statement or answer in any part of the application, including any supplemental forms, in order to make the statement or answer true and complete as of the date this policy becomes effective. If there has been a change in health: (i) if there is no Temporary Life Insurance Agreement (TIA) coverage, the policy will not be put into effect, and (ii) if there is TIA coverage and the TIA has not ended, the policy will be put into effect but only to the limit of the TIA coverage amount.
  - b) If premiums are paid prior to delivery of the policy and the terms and conditions of the TIA are satisfied, insurance prior to the effective date shall be provided under the TIA and according to its terms.
- 3. **Employer Owned Policies:** The Proposed Life Insured confirms that they have received, prior to issue, written notice that indicates: a) the employer's intent to insure the Proposed Life Insured, (b) the maximum amount of the insurance to be issued on the life of the Proposed Life Insured and c) that the employer will be the beneficiary of the new policy. The Proposed Life Insured also confirms that they have provided written consent to being insured and that such coverage may continue after employment terminates.
- 4. **Fraud Warning:** Any person who knowingly and with intent to defraud any insurer: a) files an application for insurance or statement of claim containing any materially false information, or b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.
- 5. **Temporary Insurance Coverage:** If coverage under a TIA is applied for, I have received, read and understand the terms and conditions of the **Temporary Life Insurance Receipt and Agreement NB5004.**

#### **AUTHORIZATION TO OBTAIN INFORMATION**

I, the Proposed Life Insured, authorize:

- 1. The Company to obtain consumer reports including but not limited to motor vehicle records and investigative consumer reports on me.
- 2. Any medical professional, medical care provider, hospital, clinic, laboratory, pharmacy or pharmacy benefit manager, insurance company, the MIB, Inc. or any other similar person or organization to give The Company and its reinsurers information about me. The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition.
- 3. Any financial professional, CPA, attorney, personal banker or any other similar person or organization to give The Company and its reinsurers financial/net worth information about me.

I authorize The Company to disclose such information and any information developed during its evaluation of my application to: (a) its reinsurers; (b) the MIB, Inc.; (c) other insurance companies as designated by me; (d) me; (e) my insurance agent, when that agent is seeking insurance coverage through The Company on my behalf; (f) any medical professional designated by me; or (g) any person or entity entitled to receive such information by law or as I may further consent.

I acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB, Inc. This authorization will be valid for two years from the date shown below. A photocopy of this authorization will be as valid as the original.

Information collected under this authorization will be used by The Company to evaluate my application for insurance, to evaluate a claim for benefits, or for reinsurance or other insurance purposes.

I am entitled, or my	, y authorized		is entitled, to a	copy of this authorization.	
SIGNATURES					
X					
Signature of Owner (	Provide title	or corporate seal,	, if Signing Officer		
Owner - Signed at	City	State	This	Day of	Year
X					
Signature of Propose	d Life Insured	d if other than Ov	vner		
AGENT SIGNATUR I certify that all the in		upplied by the Pro	oposed Life Insure	d and Owner has truly and accura	tely been recorded on the application.
Х					
Signature of Agent/R	egistered Re <sub>l</sub>	oresentative			
Date					

# JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) STATEMENT OF VARIABILITY

# TERM LIFE POLICY, NON-PARTICIPATING POLICY

# FORM 11TERM-E

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul> <li>Life Insured's name and policy number vary based on issue specifications.</li> <li>The Plan name field is bracketed as Level Premium Period of either 10, 15, or 20 years can be elected at issue and in case the Company wishes to market this form under a different product name.</li> <li>Company Officer signatures bracketed as they may change.</li> </ul>
1. Policy Specifications	3.0	<ul> <li>Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex, Issue Date, Policy Date, Expiry Date, Risk Classification, and Additional Ratings all vary based on issue specifications.</li> <li>Conversion period varies based on whether the Conversion Extension Rider is elected.</li> <li>Level Premium Period of either 10, 15, or 20 years can be elected at issue.</li> <li>Supplementary Benefits and Additional Rating vary based on issue specifications.</li> <li>The Governing Law field will show the state of issue.</li> <li>Face Amount varies based on issue specifications.</li> <li>Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft.</li> <li>All premiums rates vary based on issue specifications.</li> </ul>
1. Policy Specifications	3.1	All premiums rates vary based on issue specifications.
Back Cover Page	Back Cover	The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

**COMPLIANCE CERTIFICATION** 

**STATE OF ARKANSAS** 

FORM#

**DESCRIPTION** 

11TERM-E

Term Life Policy

John Hancock Life Insurance Company (U.S.A.) hereby certifies to its understanding of the filing requirements of Arkansas Regulation 19 §10B re unfair sex discrimination in the sale of insurance and that this filing meets the provisions of this rule, as well as all applicable requirements of the Arkansas Insurance Department.

September 16, 2011

Helene Landow, FLMI, ACP

Director, Contracts and Compliance

#### **STATE OF ARKANSAS**

#### **CERTIFICATE OF COMPLIANCE**

FORM#

**DESCRIPTION** 

11TERM-E

Term Life Insurance Policy

I certify to the best of my knowledge and belief as to the accuracy and compliance of this filing; further, I certify that this filing is in compliance with Ark. Code Ann. 23-79-138 which requires that certain information accompany every policy and Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

September 16, 2011

Date

Helene Landow, FLMI, ACP

Director, Contracts and Compliance